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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

BOARDS OF TRUSTEES OF THE
LOCAL 191 I.B.E.W. HEALTH AND
WELFARE TRUST FUND; LOCAL 191
I.B.E.W. MONEY PURCHASE PLAN;
NORTHWEST WASHINGTON
ELECTRICAL INDUSTRY JOINT
APPRENTICESHIP & TRAINING
TRUST; NATIONAL ELECTRICAL
BENEFIT FUND,

Plaintiffs,

v.

MAIN STREET ELECTRIC,
INCORPORATED, a Washington
CORPORATION, UBI NO. 601843635,
Defendant.

NO.

COMPLAINT FOR BREACH OF
COLLECTIVE BARGAINING
AGREEMENT AND TO ENFORCE
TERMS OF TRUST AGREEMENTS

For their complaint, plaintiffs allege as follows:

I. PARTIES & JURISDICTION

1. Plaintiffs are the Boards of Trustees of the Local 191 I.B.E.W. Health and Welfare Trust Fund, the Local 191 I.B.E.W. Money Purchase Plan, the Northwest Washington Electrical Industry Joint Apprenticeship and Training Trust, and the National

COMPLAINT FOR BREACH OF COLLECTIVE
BARGAINING AGREEMENT – 1

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Electrical Benefit Fund (collectively, “Trust Funds”).

2. The Trust Funds are joint labor-management trust funds under the Employee Retirement Income Security Act of 1974 (ERISA), 29 U.S.C. §1001 *et seq.* as amended. The Trust Funds bring this action pursuant to sections 502(a)(3) and 515 of ERISA, 29 U.S.C. §§1132(a)(3) and 1145.

3. Main Street Electric, Incorporated is corporation (hereafter “Main Street”), engaged in business within the jurisdiction of this Court, and such business affects commerce within the meaning of Section 301(a) of the Act.

4. Main Street's principal office is listed as 749 Main Street, Edmonds, Washington 98020.

5. Jurisdiction over the defendant is conferred by Sections 502(g)(2) and 515 of ERISA. 29 U.S.C. §§1132(g)(2) and 1145.

6. ERISA §502, 29 U.S.C. §1132 provides that suit may be brought to enforce the terms of the Trust Agreements and for the collection of delinquent contributions.

7. This court has subject matter jurisdiction pursuant to Section 502(a)(3) of ERISA, 29 U.S.C. 1132(a)(3).

II. VENUE

8. The Trust Funds are administered in King County, Washington.

9. Pursuant to Section 502(e)(2) of ERISA, 29 U.S.C. §1132(e)(2), venue is appropriate in this Court.

COMPLAINT FOR BREACH OF COLLECTIVE BARGAINING AGREEMENT – 2

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III. FIRST CAUSE OF ACTION: BREACH OF COLLECTIVE BARGAINING AGREEMENT

10. Plaintiffs re-allege the facts set forth in paragraphs 1 through 9 above as if stated fully herein, and further allege as follows:

11. At all times material, Main Street has been signatory to the following collective bargaining agreements (“CBAs”) with Cascade Chapter, N.E.C.A. and the Trust Funds (true and correct copies of the Letters of Assent are attached as Exhibit A):

- a. Inside Wireman
- b. Lighting & Fixture Maintenance

12. On September 24, 1998 and October 5, 2004, Terry Humann, identified as “Owner” executed the attached Letters of Assent on behalf of Main Street.

13. Main Street's Letters of Assent further provide that the Assents "... shall remain in effect until terminated by the undersigned employer giving written notice to the Cascade Chapter, NECA and to the Local Union at least one hundred fifty (150) days prior to the then current anniversary date of the applicable approved labor agreement."

14. Main Street has not terminated its Letters of Assent.

15. The Letters of Assent incorporates by reference the terms and conditions of the following collective bargaining agreements (“CBAs”):

- a. *Inside Wireman Collective Bargaining Agreement between Cascade Chapter, National Electrical Contractors Association and Local Union #191 International Brotherhood of Electrical Workers (“Inside Wireman Agreement”)*
- b. *Light Fixture Maintenance Agreement between Cascade Chapter, National Electrical Contractors Association and Local Union #191 International Brotherhood of Electrical Workers (“Light Fixture Agreement”)*

COMPLAINT FOR BREACH OF COLLECTIVE BARGAINING AGREEMENT – 3

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1 16. By signing the Letters of Assent, Main Street agreed to make fringe benefit
2 contributions to the Trust Funds and agreed “to comply with, and be bound by, all of the
3 provisions contained in said current and subsequent approved labor agreements.”

4 17. The CBAs state that signatory employers agree “to be bound by the provisions
5 of the Trust Agreements creating the jointly trustee funds, and all amendments hereafter
6 adopted and agrees to accept as its representatives, the initial Employer Trustees and their
7 lawfully appointed successors.”

8 18. The CBAs and Trust Agreements require Main Street to make contributions to
9 the Trust Funds on behalf of covered employees.

10 19. The Trust Agreements authorize the Trust Funds to audit contributing
11 employer’s books and records.

12 20. The Trust Funds have requested documents and payroll records necessary to
13 complete an audit of Main Street’s books and records for the period of January 2014 through
14 current.

15 21. As of the date of this Complaint, Main Street has refused to provide the
16 documents and payroll records necessary to complete an audit of its books and records for the
17 period of January 2014 through current.

18 22. ERISA permits a fiduciary to bring suit to bring redress violations of the Trust
19 Agreement or enforce provisions of the Trust Agreement. ERISA § 502(a)(3), 29 U.S.C.
20 § 1132(a)(3).

21 23. Pursuant to ERISA and the Trust Agreements, the Trust Funds are entitled to
22 an award from this court ordering Main Street to turn over the documents and payroll records

COMPLAINT FOR BREACH OF COLLECTIVE
BARGAINING AGREEMENT – 4

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1 necessary to complete an audit of its books and records and otherwise comply with the payroll
2 audit provision of the Trust Agreements.

3 IV. SECOND CAUSE OF ACTION: DELINQUENT CONTRIBUTIONS

4 24. Plaintiffs re-allege the facts set forth in paragraphs 1 through 23 above as if
5 stated fully herein, and further allege as follows:

6 25. At all material times, Main Street has failed to make employee benefit
7 contributions to the Trust funds for the delinquent period of January 2014 through current.

8 26. Main Street owes the Trust Funds an unknown amount in contributions for
9 January 2014 through current. The total amount owed will be proven on motions or at trial.

10 27. Under the terms of the Trust Agreements creating the trust funds and ERISA
11 §502(g)(2), Main Street is obligated to pay liquidated damages, interest, reasonable attorney's
12 fees, and costs and expenses of suit.

13 28. Main Street owes an unknown amount in liquidated damages, interest, and
14 attorney's fees and costs for January 2014 through current. The total amount owed will be
15 proven on motions or at trial.

16 V. PRAYER FOR RELIEF

17 Plaintiffs request the Court enter the following relief:

18 A. An order in equity compelling Main Street Electric, Inc. to submit to an audit
19 and provide all the documents and payroll records necessary to complete an
20 audit of its books and records for January 2014 through present, or in the
21 alternative, enjoining Main Street Electric, Inc. from further breaches of its
22 obligations under the CBAs;

1 B. For judgment against Main Street Electric, Inc. for all amounts found to be due
2 and owing for January 2014 through the date of judgment herein;

3 C. For such other and further relief as this court deems just and equitable.

4 DATED this 11th day of June, 2020.

5 /s/ Douglas M. Lash
6 Douglas M. Lash, WSBA # 48531
7 BARLOW COUGHRAN
8 MORALES & JOSEPHSON, P.S.
9 Attorneys for the Plaintiff Trust Funds
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EXHIBIT A

FILES AND PROVIDE ONE COPY TO THE SIGNATORY EMPLOYER AND ONE COPY TO THE LOCAL NECA CHAPTER.
IMPORTANT: These forms are printed on special paper and no carbon paper is required for duplicate copies. Remove from the pad enough copies of the form for a complete set and complete the form.

In signing this letter of assent, the undersigned firm does hereby authorize¹

Cascade Chapter, N.E.C.A.

_____ as its collective bargaining representative for all matters contained in or pertaining to the
current and any subsequent approved² Lighting & Fixture Maintenance labor agreement between the
Cascade Chapter, N.E.C.A. and Local Union³ 191IBEW.

In doing so, the undersigned firm agrees to comply with, and be bound by, all of the provisions contained in said current and subsequent approved labor agreements. This authorization, in compliance with the current approved labor agreement, shall become effective on the 30th day of September, 2004. It shall remain in effect until terminated by the undersigned employer giving written notice to the
Cascade Chapter, N.E.C.A. and to the Local Union at least one hundred
fifty (150) days prior to the then current anniversary date of the applicable approved labor agreement.

The Employer agrees that if a majority of its employees authorize the Local Union to represent them in collective bargaining, the Employer will recognize the Local Union as the NLRA Section 9(a) collective bargaining agent for all employees performing electrical construction work within the jurisdiction of the Local Union on all present and future jobsites.

In accordance with Orders issued by the United States District Court for the District of Maryland on October 10, 1980, in Civil Action HM-77-1302, if the undersigned employer is not a member of the National Electrical Contractors Association, this letter of assent shall not bind the parties to any provision in the above-mentioned agreement requiring payment into the National Electrical Industry Fund, unless the above Orders of Court shall be stayed, reversed on appeal, or otherwise nullified.

SUBJECT TO THE APPROVAL OF THE INTERNATIONAL PRESIDENT, IBEW
Main Street Electric, Inc. 206-673-Main

⁵ Name of Firm 6246

P.O. Box 1856 (824 Main Street)

Street Address/P.O. Box Number

Edmonds, WA 98020-1856

City, State (Abbr.) Zip Code

⁶ Federal Employer Identification No.: 91-1894917

SIGNED FOR THE EMPLOYER

BY ⁷ 
(original signature)

NAME ⁸ Terry Humann

TITLE/DATE Owner

Date: 10/5/04

SIGNED FOR THE UNION ³ 191 IBEW

BY ⁷ 
(original signature)

NAME ⁸ Milton L. Foster

TITLE/DATE Business Manager

Date: 10-6-04

INSTRUCTIONS (All items must be completed in order for assent to be processed)

¹ NAME OF CHAPTER OR ASSOCIATION

Insert full name of NECA Chapter or Contractors Association involved.

² TYPE OF AGREEMENT

Insert type of agreement. Example: Inside, Outside Utility, Outside Commercial, Outside Telephone, Residential, Motor Shop, Sign, Tree Trimming, etc. The Local Union must obtain a separate assent to each agreement the employer is assenting to.

³ LOCAL UNION

Insert Local Union Number.

⁴ EFFECTIVE DATE

Insert date that the assent for this employer becomes effective. Do not use agreement date unless that is to be the effective date of this Assent.

⁵ EMPLOYER'S NAME & ADDRESS

Print or type Company name & address.

⁶ FEDERAL EMPLOYER IDENTIFICATION NO.

Insert the identification number which must appear on all forms filed by the employer with the Internal Revenue Service.

⁷ SIGNATURES

⁸ SIGNER'S NAME

Print or type the name of the person signing the Letter of Assent. International Office copy must contain actual signatures-not reproduced-of a Company representative as well as a Local Union officer.

A MINIMUM OF FIVE COPIES OF THE JOINT SIGNED ASSENTS MUST BE SENT TO THE INTERNATIONAL OFFICE FOR PROCESSING. AFTER APPROVAL, THE INTERNATIONAL OFFICE WILL RETAIN ONE COPY FOR OUR FILES, FORWARD ONE COPY TO THE IBEW DISTRICT VICE PRESIDENT AND RETURN THREE COPIES TO THE LOCAL UNION OFFICE. THE LOCAL UNION SHALL RETAIN ONE COPY FOR THEIR FILES AND PROVIDE ONE COPY TO THE SIGNATORY EMPLOYER AND ONE COPY TO THE LOCAL NECA CHAPTER.

IMPORTANT: These forms are printed on special paper and no carbon paper is required for duplicate copies. Remove from the pad enough copies of the form for a complete set and complete the form.